

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF EVERETT, WASHINGTON

and

EVERETT FIREFIGHTERS, LOCAL NO. 46

EFFECTIVE: January 1, 2023, through December 31, 2025

Contents

ARTICLE 1 - AGREEMENT	1
ARTICLE 2 - RECOGNITION	2
ARTICLE 3 - PAYROLL DEDUCTIONS	3
ARTICLE 4 - UNION SECURITY	4
ARTICLE 5 - DISCRIMINATION.....	5
ARTICLE 6 - GRIEVANCES	6
ARTICLE 7 - MANAGEMENT RIGHTS	7
ARTICLE 8 - PREVAILING RIGHTS.....	8
ARTICLE 9 - SALARY SCHEDULE	9
ARTICLE 10 - HOLIDAYS/HOLIDAY PAY.....	12
ARTICLE 11 - LONGEVITY	14
ARTICLE 12 - MEDICAL BENEFITS/INSURANCE	15
ARTICLE 13 - OVERTIME.....	17
ARTICLE 14 - CALL BACK PAY	19
ARTICLE 15 - VACATIONS	20
ARTICLE 16 - ACCUMULATED SICK LEAVE.....	23
ARTICLE 17 - BEREAVEMENT LEAVE.....	25
ARTICLE 18 - COURT TIME	26
ARTICLE 19 - CLOTHING ALLOWANCE.....	27
ARTICLE 20 - EDUCATION	28
ARTICLE 21 - WORKING OUT OF CLASSIFICATION	32
ARTICLE 22 - LIABILITY COVERAGE.....	33
ARTICLE 23 - LINE OF PROGRESSION.....	34
ARTICLE 24 - HOURS.....	36
ARTICLE 25 - SENIORITY	37
ARTICLE 26 - SHIFT CHANGES	38
ARTICLE 27 - HEALTH AND SAFETY.....	39
ARTICLE 28 - PERSONNEL REDUCTION	40
ARTICLE 29 - DISCIPLINE AND DISCHARGE.....	41
ARTICLE 30 - UNION OFFICIALS TIME OFF.....	42
ARTICLE 31 - NEGOTIATION PROCEDURES.....	44
ARTICLE 32 - INSTRUCTOR PAY AND PROJECT PAY	45
ARTICLE 33 – ROTATION TO COVER OFF-DUTY HOURS FOR FIRE INSPECTORS, ASSISTANT FIRE MARSHALS, AND PIO	47
ARTICLE 34 – FIRE ACADEMY ASSIGNMENT.....	48
ARTICLE 35 – FIRE DIVISION CHIEFS.....	49

ARTICLE 36 - SPECIALTIES	50
ARTICLE 37 - AUTOMATIC VEHICLE LOCATOR	55
ARTICLE 38 - DRUG/ALCOHOL WORK RULES AND TESTING PROCEDURES	56
ARTICLE 39 - DURATION.....	64
Appendix A – Educational Incentive Matrix	
Letter of Understanding – Civil Service Lists.....	
Letter of Understanding – Leave without pay for off-the-job Injuries	
Memorandum of Understanding - Washington State Wildland Mobilization.....	
Memorandum of Understanding - Division Chief of Services.....	
Memorandum of Understanding - Division Chief of Emergency Management.....	

ARTICLE 1 - AGREEMENT

The rules contained herein constitute an agreement between the City of Everett, Washington, hereinafter referred to as the "City," and the Everett Firefighters Local No. 46 of the International Association of Firefighters, hereinafter referred to as the "Union," governing wages, hours, and working conditions of employment for members of the bargaining unit. Any references herein to gender shall be deemed to include both genders.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for Fire Department employees in the classifications listed in Article 9.

The Union represents all employees through the rank of Division Chief.

ARTICLE 3 - PAYROLL DEDUCTIONS

Upon receipt of a written and signed form from the employee authorizing payroll deduction, the City shall each month deduct Union dues and assessments from the employee's wages in the manner prescribed by law. The amount so deducted shall be mailed each month to the Union.

Payroll deduction errors shall be adjusted within thirty (30) days after they become known and the Union, any employee or the City shall refund to the other any amounts paid, received or incorrectly withheld in error.

The City shall be held harmless from any and all claims by the Union or the employees against the City which may arise of the City's compliance with this Article and/or Article 2 (Recognition), unless such claim is based upon an error by the City. An employee may revoke authorization for payroll deduction of payments to the Union by written notice to the City. The City will cease the dues deduction the next scheduled pay period following the notice of revocation of authorization. The City shall notify the Union within 15 working days when it receives notice of revocation.

ARTICLE 4 - UNION SECURITY

Section 1. Within thirty (30) days of hire or transfer into the bargaining unit, each employee shall attend a one-hour orientation session with a designated Union representative. The purpose of the orientation is for the Union to provide information related to coverage under this CBA and enrollment in Union membership. The City and the Union agree that employees covered under this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, make an election whether or not to become a member of the Union in good standing. Employees desiring to become a member of the Union shall advise the City with an "opt/in" letter provided by the Union that authorizes the withholding of regular Union dues. Employees desiring not to become and/or remain a member of the Union shall advise the City with an "opt/out" letter provided by the Union.

Section 2. Upon written authorization from an employee within the bargaining unit, the employer shall deduct from the pay of such employee the monthly amount of dues as certified by the secretary of the Union and shall transmit the same to treasurer of the Union. Any employee who has submitted written authorization but thereafter seeks to discontinue such payment may do so effective by the next pay period.

Section 3. The City will provide a monthly written report to the Union transmitted with transfer of deducted dues owed to the Union ("the transferred amount"). Such report shall indicate: 1) all individuals who had dues withheld as part of the transferred amount, and the amount withheld and transmitted on behalf of that individual; 2) a list of all employees who did not have dues withheld as part of the transferred amount; 3) a list of all employees commencing employment since the preceding report; and 4) all employees in the preceding month who requested discontinuance of payroll deduction of dues.

Section 4. The parties recognize that the Union may impose service charges to the extent permitted by law upon nonmembers.

ARTICLE 5 - DISCRIMINATION

The City agrees not to discriminate against any employee for activity in behalf of or membership in the Union. The City and the Union agree not to discriminate against any person or employee because of color, gender, race, religion, national origin, age, genetic information, ethnic background, marital status, sexual orientation, honorably discharged veteran or military status, or the presence of physical, mental or sensory disability unless it is a bona fide occupational qualification.

ARTICLE 6 - GRIEVANCES

For the purpose of this Agreement, the term grievance shall mean a dispute between the Employer and the Union or the Employer and an employee concerning alleged misinterpretation or violation of the Agreement. Grievant shall mean any aggrieved employee and/or the Union.

It is mutually agreed that the Union has the right in its own capacity to act as an aggrieved party in the grievance procedure. In the event that the aggrieved party is an individual employee, the grievance procedure shall begin with Step 1. In the event the Union is the aggrieved party, the procedure shall begin with Step 3.

The grievant shall have thirty (30) calendar days to initiate the grievance procedure from the time the aggrieved party first becomes aware of the alleged grievance.

- Step 1: The grievant shall submit in writing, to the Union grievance committee, all relevant facts involving the alleged grievance along with the remedy sought. The Union grievance committee, upon receiving the written and signed statement, shall determine if a grievance exists within fourteen (14) calendar days after receipt of the said grievance. If, in their opinion, no grievance exists, no further action will be taken.
- Step 2: If the committee agrees that a grievance does exist, they and/or the employee shall outline the grievance in writing, identify all relevant facts and specify the article(s) and section(s) in dispute along with the remedy sought and present the same to the employee's Assistant Chief of Operations within fourteen (14) calendar days. The Assistant Chief of Operations shall forward a copy of the grievance immediately to the Fire Chief.
- Step 3: If within fourteen (14) calendar days following receipt the Assistant Chief of Operations has not settled the grievance satisfactorily, the committee and/or the employee may submit it to the Fire Chief. If the grievant is the Union, the first step of the grievance shall be to submit the grievance in writing to the Fire Chief using the grievance format (facts, contract provisions and remedy) of Step 2.
- Step 4: If within fourteen (14) calendar days following receipt the Chief has not settled the grievance satisfactorily, the committee and/or employee may submit it to the Mayor.
- Step 5: If within fourteen (14) calendar days following receipt the Mayor has not settled the grievance satisfactorily, the Union may submit the grievance to arbitration. The City and Union representatives shall meet within forty-five (45) calendar days of receipt of the grievance by the Chief to select a neutral arbitrator. If the parties cannot agree to the appointment of a neutral arbitrator, the parties shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a listing of nine (9) professional arbiters. Within seven (7) calendar days following receipt of the list from the FMCS, the parties shall meet and shall take turns in striking names from the list until one remains; the first striking to be governed by the toss of a coin. The decision of the arbitrator shall be final and binding upon all parties concerned. Each side to the arbitration shall pay for one-half of the arbitrator's fees and expenses.

The employee or Union and the City may, by mutual written agreement, extend the time limits specified in this grievance procedure.

By mutual written agreement, any step in the grievance procedure may be omitted and the grievance advanced to the next step.

ARTICLE 7 - MANAGEMENT RIGHTS

The management of the City and the direction of the work force are vested exclusively in the City unless otherwise expressly provided by the terms of this Agreement. The City has the right to manage and operate the Fire Department in its discretion, and to adopt rules for the operation of the Department and the conduct of its employees, provided such management, operation and rules are not controlled by the terms of this Agreement or by applicable law. Examples of such rights include the right:

- A. to recruit, hire, transfer within the Fire Department, promote or lay off employees;
- B. to suspend, demote and/or discharge employees or take other disciplinary action;
- C. to schedule meetings for all supervisory personnel;
- D. to assign work and determine the location and the number of personnel to be assigned duty at any time. It is understood by the parties that every incidental duty connected with fire service oriented operations enumerated in job descriptions is not always specifically described. The City agrees that work assignments shall be limited to Fire Department duties.
- E. to control the departmental budget, including its allocation for equipment and supplies.

ARTICLE 8 - PREVAILING RIGHTS

All rights and privileges for employees, at the present time in the form of salaries, overtime, insurance, other monetary payments by the City, hours, and shifts shall remain in full force, unchanged and unaffected in any manner by this Agreement except as expressly provided elsewhere in this Agreement or changes by mutual consent, provided that this Article shall have no application to a situation where a third party unilaterally alters or terminates a health care plan, in which case the parties will bargain collectively as required by law.

ARTICLE 9 - SALARY SCHEDULE

EMT

Any personnel other than a Firefighter/Paramedic or a non-classified Paramedic assigned to an aid car or medic unit shall receive 5.00% above first-class firefighter wage per hour over and above his/her regular pay for each hour assigned such duties.

2023 Salary Schedule

Effective January 1, 2023, the salary schedule for all members of the bargaining unit is increased by 10.1% over the 2022 schedule.

2024 Salary Schedule

Effective January 1, 2024, the salary schedule for all members of the bargaining unit is increased by 100% of the CPI-U for Seattle/Tacoma/Bellevue for June 2023 with a minimum of 1% and a maximum of 5%.

2025 Salary Schedule

Effective January 1, 2025, the salary schedule for all members of the bargaining unit is increased by 100% of the CPI-U for Seattle/Tacoma/Bellevue for June 2024 with a minimum of 1% and a maximum of 5%. If CPI-U is above 7% then this article reopens for negotiation for 2025.

Salary Progression

CLASSIFICATION TITLE	RANGE NO.	STEP A	STEP B	STEP C	STEP D
Firefighter	04-017	6,107	6,973	7,844	8,717
Firefighter Driver/Engineer	04-018	9,588			
Firefighter/Paramedic (Step B = after medic certification)	04-020	10,111	10,198		
Fire Captain	04-021	10,896			
Fire Inspector	04-021	10,896			
Medical Services Officer	04-022	11,419			
Fire Battalion Chief	04-023	12,203			
Asst. Fire Marshal	04-023	12,203			
Fire Division Chief	04-024	13,075			

Step D firefighter is known as First Class Firefighter wage

- A. Salary Progression Intervals shall be as follows:
- B. Firefighter Driver/Engineer: 10% above First Class Firefighter
- C. Firefighter/Paramedic: Before paramedic certification 16% above First-Class Firefighter, After paramedic certification 17% above First-Class Firefighter
- D. Fire Captain or Fire Inspector: 25% above First Class Firefighter

- E. Medical Services Officer: 31% above First Class Firefighter
- F. Fire Battalion Chief or Asst. Fire Marshal: 40% above First Class Firefighter
- G. Fire Division Chief: 50% above First Class Firefighter

Senior Paramedics and Station Captains

- 1. After five (5) years of paramedic service in the Everett Fire Department, Paramedics shall receive an additional 3% attached to their base salary.
- 2. Station Captains shall receive an additional 3% attached to base salary. One Station Captain shall be assigned at each fire station. Station 1 will have two Station Captains assigned to it. Station Captains will be subject to station assignment. Station Captain eligibility will be based on seniority.

Specialty:

- 1. Pay for Specialty Assignments shall be as follows:
- 2. Hazardous Materials Technician: Team members shall receive an additional 3% attached to their base salary.
- 3. Technical Rescue Technician: Team members shall receive an additional 3% attached to their base salary.
- 4. Marine Team Program:
 - a. Coxswain shall receive an additional 3% attached to their base salary.
 - b. Deck Hand will receive an additional 1.5% attached to their base salary.
- 5. Rescue Swimmers will receive an additional 3% attached to their base salary.
- 6. Non-classified Paramedics: Employees who maintain the Washington State Paramedic Certification after promoting out of the paramedic classification will have 3% attached to their base salary, and the employees are eligible for all provisions of Article 20, Section 2 regarding continuing medical education. Paramedics who have achieved Senior Paramedic Status may upon voluntary demotion to firefighter have the 3% attached to their base salary under the foregoing conditions.
- 7. All personnel filling positions #1 – #6 above shall comply with the Everett Fire Department Rules and Regulations governing these positions.
- 8. An employee shall not receive more than six (6) percent specialty pay. Senior paramedic, and Station Captain do not count for six (6) percent cap for specialty pay. Each member will be limited to one specialty (HazMat, Rescue, Marine Team, Rescue Swimmer, NCPM) Existing dual specialty members are grandfathered in.

Deferred Compensation:

In lieu of FICA contributions, the City will contribute to each bargaining unit member in addition to that employee's monthly salary, deferred earned compensation each month to a City-sponsored Section 457 Deferred Compensation Program. New employees will begin receiving the deferred earned compensation the first of the month following the date of hire. Effective January 1, 2023, the City's monthly contribution to the Deferred Compensation Program will be 5.5% of a First-Class Firefighter's base wage.

The deferred compensation is separate pay and is not part of the base monthly salary as codified in the City of Everett Basic Salary Schedule Ordinance. The provision is subject to the City's deferred compensation rules and regulations adopted by City Council and IRS regulations, and the computation of retirement contributions and pension benefits shall be governed by applicable state law. Per RCW 41.26.030, employees in a leave without pay status will not be considered as receiving basic salary and will not be eligible for a contribution to their Section 457 deferred contribution program. The parties agree that said contribution will not count toward the Holiday Pay article's annual cash out.

ARTICLE 10 - HOLIDAYS

1.

Holiday	Date Observed (Suppression)	(Non-Suppression)
New Year's Day	Actual Calendar Day	Per City Calendar
Martin Luther King Day	Actual Calendar Day	Per City Calendar
President's Day	Actual Calendar Day	Per City Calendar
Memorial Day	Actual Calendar Day	Per City Calendar
Juneteenth	Actual Calendar Day	Per City Calendar
Independence Day	Actual Calendar Day	Per City Calendar
Labor Day	Actual Calendar Day	Per City Calendar
Veteran's Day	Actual Calendar Day	Per City Calendar
Thanksgiving Day	Actual Calendar Day	Per City Calendar
Day After Thanksgiving	Actual Calendar Day	Per City Calendar
Christmas	Actual Calendar Day	Per City Calendar

2. Effective January 1, 2023, suppression employees will no longer accrue floating holidays, (special offs).

For all floating holidays (special-offs) accrued prior to January 1, 2023 the employee will have the following options:

- Keep their accrued floating holidays (special-offs)
- Elect to cash out their special offs at 50% of the value of the special off (1 special off = 12 hours)
- Move their special off hours to their vacation bank at 75% of the value of the special off (1 special off = 12 hours)

If moving their special off hours to their vacation bank exceeds the vacation bank maximum, the hours over the maximum will be cashed out at 50% of the value of a special off (1 special off = 12 hours)

If the employee elects the vacation option, their vacation bank cannot exceed the contractual maximum.

Employees need to notify the City of their Special Off conversion decision within 30 days of contract ratification. The City will execute the Special Off conversion by 2/28/2023 at the employee's 2023 base wage.

3. For the purpose of establishing the holiday shift, it shall be determined as the day on which the shift starts. The City may refuse a request for a floating holiday (Special Off) if it reduces the minimum manning level below the level stated in Article 27.
4. For non-suppression personnel, employees will observe the holiday in accordance with the City calendar. Employees whose normal day off is Monday or Friday will bank eight hours of holiday time when the designated Holiday falls on their day off. Bank hours will be cashed out on the first paycheck that includes December 25th.

Non-suppression personnel will also be credited with sixteen (16) hours of floating holiday on January 1st each year. These hours must be utilized by December 31st of each year.

5. For suppression personnel, employees in a paid status (scheduled or non-scheduled) or on protected unpaid leave will accrue twelve (12) holiday hours for a maximum of one hundred thirty-two (132) in accordance with section 1. In addition, employees that work Christmas Day (December 25th) and/or Thanksgiving Day (4th Thursday in November) will be paid time and one-half for hours worked on the holiday in accordance with section 3 above. Employees that work overtime on Christmas Day (December 25th) and/or Thanksgiving Day (4th Thursday in November) will be paid at a rate of two times.

Employees will be paid their accrued holiday bank twice per year. The first payment will be paid in July (the first paycheck that includes July 4) and the second payment will be paid the following January (the first paycheck that includes December 25). An employee who leaves will be paid on a pro-rated basis (the number of the 11 holidays that have passed).

6. Change in work-shift
Employees that move from suppression to non-suppression will begin accruing holiday at the non-suppression rate of eight (8) hours on the holiday following the move to the change in shift.

Employees that move from non-suppression to suppression will begin accruing the holiday at the suppression rate of twelve (12) hours on the holiday following the move to the change in shift.

”

.

ARTICLE 11 – LONGEVITY

The City approves the longevity principle as part of its salary schedule and such principle shall be applied in the adoption of the budget. Longevity shall be paid as follows:

Longevity shall be based by percentage on the first-class firefighter monthly base salary.

Longevity shall be paid as follows:

- After 4 years service, base pay plus 2% per month.
- After 8 years service, base pay plus 4.0% per month.
- After 12 years service, base pay plus 6.0% per month.
- After 16 years service, base pay plus 8.0% per month.
- After 20 years service, base pay plus 10.0% per month.
- After 24 years service, base pay plus 12.0 % per month.
- After 28 years service, base pay plus 14.0% per month.

Longevity shall be added to base pay regardless of rank or position on the Fire Department or any subdivision thereof but shall only apply to members of this bargaining unit.

ARTICLE 12 – MEDICAL BENEFITS/INSURANCE

1. EMPLOYEE AND DEPENDENT MEDICAL:

1. The City agrees to offer the City's self-insured and Kaiser Permanente plan. The employee will make a 10% contribution to the cost of medical coverage.
2. The City also agrees to offer the City's new Consumer Health Driven Plan. The employee will make a 0% contribution to the cost of medical coverage for 2023. The employee will make a 5% contribution to the cost of medical coverage for 2024 and 2025. The City will make total contributions to an HRA in the amount of \$1,500 for an individual or \$3,000 for a family. These contributions will be made monthly in 12 equal amounts. Changes in coverage, will have an adjusted HRA contribution, effective the first month following the change in coverage. Employees and their covered spouse that take a whole health exam at the VERA Clinic will receive an additional VEBA contribution in the amount of \$200 each.
3. As an option, the City also agrees to allow employees and their dependents to choose the LEOFF Health and Welfare Trust Plan B. The employee will make a 10% contribution to the cost of medical coverage. The City will make contributions to an HRA in the amount of \$166.66/month for employee only coverage or \$333.33/month for family coverage if the employee enrolls in the LEOFF Trust Plan.
4. The employee has the choice of plans, but the plan must be the same for all family members.

2. **DENTAL COVERAGE:** The City will pay 100% of the monthly premium for the basic dental insurance plan offered through Washington Dental Service or Willamette Dental Group. Said dental insurance will be provided for all bargaining unit members and their dependents, with an annual maximum of \$2,000.
3. In lieu of the City's historical practice of making a modest contribution toward the purchase of a disability income insurance plan for employees, the City will make a monthly contribution to the Premium Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust (the "Plan") on behalf of each employee. The monthly contribution will be the equivalent of one hour's pay for a First-Class Fire Fighter at the then-applicable rate.

By making such contributions, the City does not make any representations concerning the tax treatment of City contributions or of payments made by the Plan and relies on the Plan's representation that the Plan will properly withhold and report all such payments in accordance with applicable law, including for payments made to domestic partners. Further, the City does not agree to make any further contributions to the Plan for any other liability or claim beyond the monthly contributions described above. In the event of any claim by the Plan or any other entity or individual against the City, other than concerning the above-described monthly contributions, the Union agrees to indemnify and hold the City harmless from and against any and all liability related thereto, including for the City's attorney's fees and associated costs of defense.

4. WAPFML Language

The City will provide Washington Paid Family Medical Leave for eligible employees, in accordance with RCW 50A.04, at no cost to the employee for year. If the City opt to no longer have a voluntary plan, the City agrees to notify the union 90 prior to the start of the deduction and negotiate any impacts of such deduction.

Following the finalization of regulations implementing RCW 50A.04, either party may reopen this agreement for the purposes of bargaining over issues related to the interrelations between leaves available under this agreement and benefits provided by statute.

ARTICLE 13 – OVERTIME

Recognizing that emergencies, vacations, sickness or other unforeseen conditions may require an employee to work overtime, time-and-one-half of the employee's regular hourly rate shall be paid under any of the following conditions:

1. Suppression Personnel: All work performed in excess of the regularly assigned work shift.
2. Non-suppression Personnel: All work performed in excess of the regularly assigned work week.

Bargaining unit employees are subject to being called back to work to complete a shift. Employees called back after 0800 of the same day to complete a shift shall be paid for a minimum of two (2) hours plus actual hours worked excluding travel time. Non-suppression personnel employees being assigned work excess of the regular assigned work week shall be paid for a minimum of two (2) hours plus actual hours worked excluding travel time.

In the event that an employee is awarded an overtime shift, and the overtime is subsequently cancelled within 12 hours of the report time, the employee shall be paid for a minimum of two (2) hours plus actual hours worked.

As per Article 14, employees called in for multiple alarm incidents shall be paid for a minimum of three (3) hours plus actual time worked from the time they report to the on-duty Battalion Chief or designee either in person or from an Everett Fire Department fire station using a City phone.

All overtime, except for emergency work and mandatory education shall be recorded on an overtime list as established by the Chief of the Department. Examples of mandatory education and overtime shall include, but not be limited to, all certification and recertifications, holdovers, and all required training. This list shall be audited by a union committee at least quarterly, to ensure that a fair and accurate recording of hours is kept. To keep parity in the overtime hours, a differential of 24 hours shall be used. Firefighters shall be called rank for rank until they average 24 hours ahead of officers. Then the Union Auditing Committee shall submit to the Chief of the Department, in writing, that hours are not in parity and officers shall be called rank for rank, until such time as the hours are as close to even as possible. It shall be the responsibility of the Chief of the Department and the Union Committee to see that an equal amount of hours as possible shall be divided among all members who are eligible in the Fire Department.

1. If on scheduled absences, i.e., vacation, special assignments, special offs, union officials time off, where crew shortages are not created, and the overtime is in parity, then a person on the eligibility list for that position shall be moved up in an acting capacity.
2. If no person on an eligibility list is available on a platoon, then rank for rank shall be called at the rank of the absentee.
3. In the event that an officer of the same rank cannot be located to work an overtime shift, an employee on the eligibility list for that rank shall be worked overtime.

The department shall maintain and post lists of all employees eligible to act within various ranks. The list of qualified positions shall be maintained by the Chief of the Department and posted in all stations. Should it become impossible to locate either an officer or the same rank or an employee who is eligible to act in the rank, an employee who is eligible to take an examination AND has completed their workbook for that rank may be worked on overtime.

Fire inspectors and Assistance Fire Marshalls will be allowed to receive compensatory time at 1.5 times their normal rate of pay for a maximum of 80 hours per year.

ARTICLE 14 – CALL BACK PAY

Bargaining unit employees are subject to being called back to work for an emergency. Employees called back for emergencies shall be paid in accordance with Article 13 for a minimum of three (3) hours plus actual hours worked excluding travel time.

For the purposes of this Article only, the word “emergency” shall be defined to mean those incidents which arise without advance notice which endanger life and property where supplemental off-duty personnel are required by the employer.

ARTICLE 15 – VACATIONS

- A. Basic vacation allowance for bargaining unit members shall be accrued in accordance with the schedule below:

Years of Service	Annual Hours Accrued
Less than 8	180 hours
Years 8-12	192 hours
Years 12+	204 hours

- B. The allocation of basic vacations shall be done on the basis of seniority within each platoon; the most senior individual choosing his/her vacation first, then the next most senior, etc. The first-round selection allows employees to take 1 to 8 shifts consecutively. It is understood that the practicalities of the first-round selection mean that the second round may well result in the need to split vacation requests into two (2) or more segments. The second-round selection allows employees to take 1 to 6 separate shifts in any open slot available.

Number of shifts per individual will be limited by their allowed shifts of vacation based on longevity.

The Union recognizes this above selection process may create situations where employees on acting lists may have to move more often from station to station and will make every effort to provide sufficient acting lists. Furthermore, the Union employees will not be compensated for these moves, including mileage, beyond their regular 24-hour shift.

When an individual with carried-over vacation opts to take such vacation, it shall be added subsequent or prior to his/her regular first round vacation selection and cannot cause more than four (4) members off in any one slot until all 4th slots are full. If carried over vacation is selected in the second round it can be taken in any open slot(s) after all second-round selections are complete.

- C. For the purposes of this article, seniority shall be determined by the date on which the employee commenced service with the City of Everett Fire Department.
- D. The City will make a reasonable attempt to align the four (4) platoons in regards to seniority. This may be done on a biennial basis.
- E. The basic vacation for non-suppression personnel may be taken in any increment, at the employee's request, with concurrence of the Employer.
- F. No individual shall be allowed to carry over in excess of 384 hours of vacation, unless under special circumstances the Fire Chief authorizes an additional carryover in writing for the ensuing year. The 384-hour maximum will be applied at midnight of December 31 annually, taking into account all accrual and usage as of that point. Any excess hours will be deleted.
- G. New hires shall earn vacation at a rate of 15 hours per month of service until the next calendar year after the calendar year in which they were hired. For their first vacation, they will be given only those hours earned during their first calendar year of employment. The accruing period shall be January 1 through December 15 and a hire date on or before the 15th of any month will accrue

for that month. A hire date after the 15th shall not apply until the following month. The first vacation shall be in an open vacation period or at the discretion of the Fire Department.

- H. At the end of an employee's career, basic vacation will be deposited into their HRA/VEBA or MERP (compensable based on the employee's then applicable hourly rate of pay) for all basic vacation hours accrued to a maximum of 384 hours, or such other maximum as appears in the Letter of Understanding concerning vacations appended hereto.
- I. Floating vacation shifts already accrued may be taken at the employee's request, provided that the Department has the right to deny a request where taking the day would result in overtime. So that the employee may have a reasonable opportunity to plan for the usage of such floating vacation days, the Department will ensure that if the approval of the day off does not appear to cause overtime as of fourteen (14) days prior to the date of the day off, then the Department will assure the employee that he/she may take the day off. The only circumstances in which floating vacation shifts will be redeemable for cash (compensable based on the employee's then applicable hourly rate of pay) at the end of an employee's career shall be:
 - A. Said floating vacation days were accrued prior to January 1, 1988, or
 - B. The employee dies while in the employment of the City.
- J. Vacation slots for fire suppression and non-suppression personnel shall be set by the Fire Department in November of each year for the following year vacation selection.

A vacation slot shall be defined for suppression personnel as a 24-hour shift. For non-suppression personnel, a vacation slot shall be defined as an eight (8) hour day, Monday through Friday.

Beginning 2021 Vacation selection shall be altered as follows:

The suppression vacation calendar shall be divided into 365 daily rows and six columns as depicted in Appendix B. The intersection of rows and columns shall be termed "slots" and represent a 24-hour shift.

Fire administration reserves the right to block one continuous calendar week in January each year for departmental training purposes.

Battalion chiefs, captains, drivers, and firefighters shall select vacation slots in two rounds based on seniority and have access to columns 1-4 and will fill selected slots in successive order until the rows slots are filled.

Paramedics shall select vacation slots in two rounds based on seniority and have access to columns 5-4 and will fill selected slots in reverse order until the rows slots are filled.

MSOs will select their vacation in column six only. In the event MSOs are staffed continuously, they will be merged with the paramedics and column 6 will be deleted.

The number of available fourth column slots is determined by a formula based on the total number of 24-hour shifts of vacation allocated to suppression in November of the year prior to selection. The formula for calculating the number of available fourth column slots:

[Sum of All Suppression 24 Hour Vacation Shifts] – [365*3] = Total 4th Column Available Slots per year. These will be distributed to the four platoons based on staffing numbers per platoon.

For this calculation, all decimal figures shall be rounded up in favor of more slots. MSO shifts will not be included in the total unless they are staffed continuously.

During the course of the calendar year, battalion chiefs, captains, drivers and firefighters may access their accrued vacation hours in 24-hour increments for any open slots in columns 1-3.

During the course of the calendar year any member may access their accrued vacation hours in 24-hour increments for any open slots in column 4 only with the approval of the Assistant Chief of Operations.

An open slot is any slot where vacation has not been picked or where a vacation has been cancelled.

During the course of the calendar year paramedics may access their accrued vacation hours in 24-hour increments for any open slots in column 5.

During the course of the calendar year MSOs may access their accrued vacation hours in 24-hour increments for any open slots in column 6.

- K. When an individual with carried-over vacation opts to take such vacation, it shall be added subsequent or prior to his/her regular vacation selection or it may be taken in any open vacation slot after the second round of selections. This option (4th person per slot) shall be limited to one (1) full year's vacation allotment per calendar year or such lesser amount as may have been earned in one (1) calendar year.

ARTICLE 16 - ACCUMULATED SICK LEAVE

Sick leave accrual is a form of disability insurance that is intended to assist in the prevention of financial loss during illness or incapacity.

Section 1: Accrual

Upon completion of probation, a new hire shall be credited with 294 hours of sick leave and further shall accrue six (6) hours per pay period beginning with the original date of employment. The accumulation of sick leave hours in the regular sick leave bank shall not exceed 1176 hours. All sick hours accumulated will be covered under Washington Paid Sick Leave (WAPSL).

Section 2: Eligibility

An employee shall be eligible to use accumulated sick leave with pay as herein provided for the following reasons only:

- A. Sick leave is defined as leave with pay taken in accordance with Washington Paid Sick Leave. In the case of an eligible dependent, sick leave with pay may be used in accordance with Federal and State laws and applicable City requirements. Personal illness or incapacity to such an extent as thereby to be rendered unable to perform the duties of their position, provided such illness or incapacity or shall not be caused or brought on by dissipation or abuse of which the head of the Department shall be the judge subject to review by the Mayor or designee, in consultation with the employee's physician and/or a physician representing the City or otherwise as required by law.
- B. Enforced quarantine in accordance with certain health regulations.

Section 3: Licensed health care provider's Certification

Sick leave with pay for a period of more than three consecutive shifts requires the presentation of a written statement by the employee's personal licensed health care provider or licensed health care provider representing the City, certifying that the employee was subject to restriction. The City reserves the right to send the employee to a licensed healthcare provider representing the City. The employee must also follow the City of Everett leave of absence process when absent for more than three consecutive shifts. When the employee is able to return to work after missing more than three consecutive shifts, they must complete the Everett Fire return to work packet. An employee on sick leave shall inform their battalion chief, or cause the department head to be informed, forthwith that they are unable to report for duty and the reasons, therefore.

Section 4: Sick Leave and Vacation Accrual While Receiving Industrial Insurance Benefits

It is understood and agreed that for the period in which an employee is receiving benefits pursuant to the Industrial Insurance Act, they shall not be entitled to accrual of sick leave and/or vacation time. This section shall not prevent an employee from using sick leave or vacation benefits which have previously been earned to supplement the payment of industrial insurance benefits. For those hours of sick leave and/or vacation used to supplement industrial insurance benefits, the employee shall be entitled to accrue additional sick leave and/or vacation hours.

Section 5: Retirement Sick Leave Incentive:

The City shall convert upon employee's retirement as defined by the Washington Department of Retirement Systems to the HRA/VEBA Account or MERP account funding in an amount equal to sixty percent (60%)

of the value of their then existing sick leave accrual balance not to exceed the 1176 cap. The amount will be calculated using the employee's regular hourly rate of pay in the year of their retirement. To be eligible for this retirement funding, the employee must declare their intention to retire in writing at least 12 months prior to the anticipated retirement date. After such declaration, failure to retire at the announced date will result in the loss of 60% of the hours in the employee's sick leave bank. However, if extenuating circumstances exist, at the discretion of the Fire Chief, exceptions for earlier or later use of the incentive may be granted. Extenuating circumstances could include bereavement; serious illness or accident; or significant adverse family or personal circumstances.

ARTICLE 17 - BEREAVEMENT LEAVE

When death occurs among members of an employee's immediate family, the employee, at his/her request to the department head, shall be granted reasonable and necessary time off to make arrangements as needed and to attend the funeral and shall be compensated at his/her normal salary for the hours lost from his/her regular schedule, before or after the funeral, with the maximum of two (2) shifts allowance, if working. For non-suppression personnel this shall be forty, (40) hours. This time off shall not be deducted from accumulated sick leave or vacation. The Bereavement Leave must be taken within twelve months of the event.

Members of an employee's immediate family shall be defined as employee's spouse, domestic partner, children, and stepchildren including domestic partner's children; parents, step-parents and siblings of the employee, spouse or domestic partner; grandchildren, grandparents or step-grandparents of the employee, spouse or domestic partner. Any other circumstance with approval of Chief or designee. "Domestic Partner" is defined for purposes of this article as the criteria outlined by the City's Domestic Partner resolution or the State Registry. Proof of criteria may be requested. If there is a disagreement about the employee's time off, the matter shall be resolved after the employee returns to work.

ARTICLE 18 - COURT TIME

The City shall grant leave with pay to any member of the bargaining unit for the period of time such member is to appear before a court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness due to the performance of his/her duties as an employee. Any off-duty member so required to appear shall receive a minimum of two (2) hours pay at the overtime rate or the actual time involved at the overtime rate, whichever is greater.

Any off-duty member required to communicate over the phone or video conference shall receive a minimum of 30 minutes pay at OT rate or the actual time involved in the call /video, whichever is greater, must provide 3rd party documentation.

ARTICLE 19 - CLOTHING ALLOWANCE

1. The City of Everett shall purchase and replace Class B uniforms and turnout clothing, as well as any other specialized firefighting clothing required by the Chief of the Department. Replacement will be made as necessary, by the means of a requisition to the Chief of Services. Maintenance shall be the responsibility of the individual members, with the exception of the post incident cleaning and maintenance of the Class B uniform.
2. Dry cleaning shall be allowed to include Class B uniform (jacket and pants), uniforms for the Fire Prevention Bureau and office personnel.
3. The City of Everett shall furnish beds, mattresses, blankets, spreads, pillows and towels. Members of the department shall furnish and maintain their own sheets and pillowcases.
4. The City agrees to purchase and maintain work shoes that meet current requirements and standards set forth by the Fire Department. During the contract period the City agrees to replace presently owned work shoes on a need basis.
5. Class A Uniform. Purchase of a Class A uniform is at the option of the employee.
6. For those employees who have or purchase a Class A uniform, the City will:
 - A. Pay for necessary maintenance of the Class A uniform. Necessary maintenance includes replacing of patches or other insignia.
 - B. Replace a Class A uniform as necessary, as long as the employee's old Class A uniform is exchanged for the replacement.

ARTICLE 20 - EDUCATION

1. Voluntary Education: The City recognizes the value of education and agrees to follow those terms as outlined in the City Tuition Aid program.

2. Mandatory Education:

- A. It is agreed that the City shall pay the cost of all EMT certification and recertification classes, and tests taken by all firefighters, regardless of date hired. Further, firefighters who are taking required EMT courses shall be allowed sufficient time off with pay to attend those classes should the scheduling of these classes coincide with the employee's normal work schedule.
- B. For employees who are sent to paramedic school they agree to repay paramedic school tuition up to a maximum of \$10,000 if the employee separates employment or voluntarily demotes out of the paramedic rank within three (3) years of obtaining their paramedic certification.

For attending prerequisite classes required to attend formal paramedic training at Harborview (for example Anatomy and Physiology) paramedic trainees will be compensated at a rate of Paramedic pay (16%) per week during enrollment in the class. Class attendance is mandatory to receive the Paramedic pay, (16%). The students will be allowed sufficient time off with pay to attend those classes should the scheduling of these classes coincide with the employee's normal work schedule.

Experienced and Lateral Paramedic new hires will complete up to a 12-month probationary period. Qualification for Educational Incentive of the contract will occur after a 12-month probationary period has been completed.

Experienced Paramedic new hires who attend the fire academy will make a three-year commitment to maintaining their paramedic certification as a condition of their employment.

Paramedic trainees attending formal paramedic training at Harborview will be released from normal duty and will receive the monthly pay of Paramedic (16%) in lieu of all overtime, lodging, meal and travel expenses.

Upon successful completion of the formal paramedic training and receiving their paramedic certification at Harborview the paramedic trainees will receive Paramedic pay (17%) per month while completing their training on the EFD Medic Units prior to promotion to paramedic.

If the paramedic training program changes from Harborview, then this clause is subject to negotiation between the parties.

Paramedic Certification occurs when the employee receives their paramedic active date from the Washington State Department of Health.

- C. If the required number of hours of continuing medical education is increased beyond the requirements, as of December 31, 1987, for the position of EMT, and Paramedic, the

employees shall be compensated at time-and-one-half of the employee's regular hourly salary for each hour spent in a class or training session.

- D. The City recognizes the value of training paramedics under the purview of the City Medical Program Director.

Paramedics are required to attend mandatory Continuing Medical Education (CME) training. During the required CME training, a paramedic will receive 1.5 times his/her hourly salary up to a maximum of 40 required CME hours under the following conditions:

1. The classes are attended in Everett during off-duty status.
2. The Medical Director and the City of Everett have the right to determine the type of training eligible for continuing education credit under this program.
3. Continuing education equivalency hours outside of the City of Everett must be approved by the Fire Chief or designee.

- E. Paramedics will be paid at 1.5 times their hourly salary up to two (2) hours for recertification tests.

- F. Except as provided in paragraph 2(b) of the EMT addendum attached to this Agreement, no additional compensation for maintaining the status of EMT, or paramedic shall be paid by the City unless such education would require the payment of overtime under the provisions of the Fair Labor Standards Act.

3. Education Incentive Program. This program will feature a matrix of classes, which will be determined by the Fire Chief or designee.

The education incentive pay for completion of Level I (300.5 hours) is the equivalent of one additional step in longevity pay. An employee who has completed Level I hours will be compensated at a rate equal to one longevity step above his/her normal step, based on years of service.

The education incentive pay for completion of Level II (408.5 hours) is the equivalent of two (2) additional steps in longevity pay. An employee who has completed Level II hours after completing the Level I hours will be compensated at a rate equal to two longevity steps above his/her normal step, based on years of service.

Although the Education classes may be taken and completed in any order, an employee cannot qualify for Level I pay until they have completed all of the Supervision and Leadership hours. All classes will be attended off duty. If the employee desires time off duty, the employee will provide any necessary relief.

Upon completion of Level I and Level II hours and 24 years or more of continuous service with the City, the employee will be compensated at the maximum rate (28 year step) defined in Article 11 plus 2%.

See Appendix A for a list of qualifying classes.

4. College Incentive. Employees who have completed their Firefighter probation are eligible for College Incentive Pay.

Fire-related Associate's Degree: 1.5% of first class firefighter pay

Bachelor's Degree: 3% of first class firefighter pay

College incentive pay will be based on transcripts from accredited colleges or universities provided by the employee. The HR Department will have final approval oversight of all transcripts. The transcript and approval will be placed in each employee's personnel file.

5. Civil Service Educational Incentive Points. Employees will receive the following points on Civil Service promotional processes for Inspector, Assistant Fire Marshall, Medical Services Officer, Captain, Battalion Chief and Division Chief:

2 points for completion of Level I Educational Matrix hours or

4 points for completion of Level I & Level II Educational Matrix hours

2 points for an accredited fire related Associate's Degree or

4 points for an accredited Bachelor's Degree

6. Entry Level, Experienced and Lateral Firefighter Probationary Period

Entry Level, Experienced and Lateral Firefighters and Lateral Paramedics who begin City employment prior to attending the fire academy will complete a 12 month probationary period that begins on the first day of the academy that they graduate. Qualifications for Educational Incentive under Article 20 of the contract will occur after the 12 month probationary period has been completed.

Regardless of their probationary duration and academy start date, all new employees will follow the salary schedule steps in Article 9.

For promotional testing purposes, the minimum periods of time in service required to be completed prior to being eligible to take promotional examinations will be based off the first day of probation (not the employees actual date of hire).

Joint Apprenticeship Training Program and Joint Apprenticeship Training Program Committee (JATC).

Parties agree to the following:

1. To form a Local JATC Subcommittee with equal representatives from labor and management. The purpose of the committee is to establish and manage the Everett Fire Department's JATC within the confines of the rules and requirements of the Washington State Firefighters JATC Program.
2. To require as a condition of employment that all new uniformed employees participate in and successfully complete the requirements of the JATC program, achieving Journeyman status within the prescribed 3-year apprenticeship program timeline. If due to approved extenuating circumstances (e.g., extended disability), the apprentice is unable to complete the apprenticeship program within the established timelines, he/she shall be granted an appropriate extension of the timeline to complete the program, relative to the time missed due to extenuating circumstances. Willful failure to complete the requirement of the JATC program shall be grounds for discipline up to and including termination.

3. That firefighters entering the JATC Program at Step A will not move to the First Class Firefighter pay scale until they have attained Journeyman status.
4. That the JATC Program will not include the Fire Officer component at this time.

ARTICLE 21 - WORKING OUT OF CLASSIFICATION

Any firefighter assigned to act as an officer of a higher rank or working in a position of higher classification shall receive wages for the classification starting from the first shift. This shall not apply to any job wherein a test is not required for advancement.

If there is a temporary vacancy in a higher rank or higher classification, where crew shortages are not created, the vacancy shall be filled by an employee who is on the Civil Service promotional list for that classification and who has completed the promotional workbook and other training requirements for the position. If no employee on the Civil Service promotional list is available, the most senior employee who is eligible to take the examination and has completed the promotional workbook and other training requirements for the position may fill the vacant position (unless bypassed for cause), provided that an employee may refuse the assignment in which case the next most senior employee eligible to take the examination will be asked, etc. Except by mutual agreement, each employee shall not be moved between platoons more than twice per year to fill a temporary vacancy in a higher classification and twice per year to fill a lateral vacancy resulting directly from an out of class move, provided, however, that these annual move limitations apply only to this article. One move is defined to include the employee's assignment from and return to the original platoon.

ARTICLE 22 - LIABILITY COVERAGE

The City shall provide legal defense and pay valid judgments and claims, consistent with City Ordinance No. 287-74, or as hereafter amended, for every member of the bargaining unit arising out of or incident to conduct occurring while the member was performing official duties within the scope of his/her City employment. The City must defend and indemnify the employee for all acts within the scope of their employment.

ARTICLE 23 - LINE OF PROGRESSION

Requirements to take promotional examinations within the fire service are as follows:

Firefighter Driver/Engineer	Two (2) years of service as an Everett Fire Department Firefighter
*Firefighter/Paramedic	Two (2) years of service in the City of Everett Fire Department. AND Three (3) years Certification as a Washington State Emergency Medical Technician (Basic)
Medical Services Officer	Three (3) years of service as an Everett Fire Department Paramedic.
Fire Inspector	Two (2) years of service as an Everett Fire Department Firefighter
Assistant Fire Marshal	One (1) year service in the Fire Prevention Bureau as a Fire Inspector; or be a Captain for two (2) years; or hold a Battalion Chief's appointment.
Fire Captain	Four (4) years of service within the Everett Fire Department.
Battalion Chief	Three (3) years of service as a Captain with the Everett Fire Department,
Fire Division Chief	Eight (8) years of service in the Everett Fire Department.

All of the above are based upon the entry level classification of Firefighter.

Promotional Exam Results

Employees that take a promotional exam that are not eligible to promote, or act will be placed on the promotional list and ranked after those that take the promotional exam that are eligible to promote or act.

Requirements to be promoted or to be eligible to act within the fire service are as follows:

Firefighter Driver/Engineer	Three (3) years of service as an Everett Fire Department Firefighter.
*Firefighter/Paramedic	Two (2) years of service in the City of Everett Fire Department. AND Three (3) years Certification as a Washington State Emergency Medical Technician (Basic)
Medical Services Officer	Four (4) years of service as an Everett Fire Department Paramedic.
Fire Inspector	Three (3) years of service as an Everett Fire Department Firefighter

Assistant Fire Marshal	One (1) year service in the Fire Prevention Bureau as a Fire Inspector; or be a Captain for two (2) years; or hold a Battalion Chief's appointment.
Fire Captain	Five (5) years service within the Everett Fire Department.
Battalion Chief	Four (4) years service as a Captain with the Everett Fire Department,
Fire Division Chief	Ten (10) years service in the Everett Fire Department.

All of the above are based upon the entry level classification of Firefighter.

*The position of Firefighter/Paramedic shall be a promotional selection process from within the Everett Fire Department and would become open/competitive only in the event that the position(s) could not be filled by qualified in-house candidates.

Members appearing on Civil Service lists for Drivers, Captain, Battalion Chief, Inspector, Medical Services Officer, Assistant Fire Marshal, and Division Chief will not be eligible for acting positions or promotion until they have completed the respective workbook requirements for that position. Civil Service promotional examination processes will be weighted as follows: 40% practical, 40% written, and 20% oral for the testing of Captains, Battalion Chiefs, Inspectors, Medical Services Officers, Assistant Fire Marshals, and Division Chiefs.

Written promotional tests will be scored and reviewed with members who take a written promotional exam. The details of the execution of this scoring and review session will be agreed upon between Local 46 Executive Board and the COE through labor management.

Members cannot fail the portfolio or community panel assessment portion of the promotional process.

Past list points shall be calculated to include only the final examination grades earned (exclusive of past list experience, incentive points, veteran's points, and time in service points). For the operational positions of Driver, Captain and Battalion Chief, bonus points shall be awarded if the individual is eligible and signs and agreement to act. The points shall be calculated as .0555 points per full month of qualified service as an actor.

Members testing for Assistant Fire Marshal will receive one point per year for each year they have served as a fire inspector with the City of Everett Fire Department, (maximum of 5 points).

ARTICLE 24 - HOURS

Twenty-Four Hour Shift Schedule (Suppression) - The normal work shift for suppression personnel shall be twenty-four (24) hours. The hours of duty shall be established according to the initiative ordinance of the City of Everett so that the average weekly hours of duty in any month shall not exceed 42 hours. In no case, shall a firefighter be required to work in excess of 24 consecutive hours without being paid at the employee's overtime rate. The four (4) platoon system shall be exercised in carrying out this work schedule. Employees called back to work for an emergency will be paid in accordance with Article 14

Forty Hour Shift Schedule (Non-suppression) - The normal work shift for non-suppression personnel shall be 5/8's (five (5) days, forty (40) hour week). In lieu of the 5/8's schedule, day shift members, with authorization from the Fire Chief, or designee, may work the following alternative work schedule: 4/10's ten (10) hours per day, four (4) days per week. The determination of which schedule an employee will work will be made by the Fire Chief or designee, considering workloads, weather conditions, daylight hours, commuting, staffing availability, the needs of the department, etc. The affected employee, and the Union, will be notified fourteen (14) calendar days in advance of any schedule changes.

Lunch Period – During the normal work shift, members assigned to a twenty-four (24) hour shift will receive a one (1) hour paid lunch period. Members assigned to a forty (40) hour workweek will receive a thirty (30) minute paid lunch period. Members will be available for emergency response during their paid lunch period. The City and Union recognize that due to the nature of the work, mealtimes may be interrupted or need to be taken at an alternative time. Suppression and non-suppression employees shall receive paid rest periods in accordance with City Policy, and state and Federal Law.

Except as provided above, any changes in the working schedule shall be subject to negotiation between the City and the Union according to the procedures outlined in Article 31 of this Agreement and Washington State law.

All other provisions of this contract and any amendments or addendums thereto shall be construed to be read consistent with a 24 hour shift unless specifically stated otherwise.

Employees who work a longer shift when the clocks are moved back one hour to Standard Time in the fall will be paid for the time in excess of the employee's normal workdays at the overtime rate of pay. Employees who work shorter shifts when the clocks are moved forward to Daylight Savings Time in the spring will have the option of choosing to work an additional hour so that the employee works a full shift, or to use one hour of paid time off (e.g. vacation, but not sick leave), at the employee's discretion. Seven (7) days advance notice must be provided to the employee's supervisor if the employee is going to elect to work the hour in lieu of using paid time off.

ARTICLE 25 - SENIORITY

The City shall establish a seniority list and it shall be brought up-to-date January first of each year and immediately posted in all stations and divisions of the Department. All longevity steps shall be assigned according to the current seniority list. Any objections to the seniority list posted shall be reported to the Assistant Chief of the Department and proper adjustments made.

ARTICLE 26 - SHIFT CHANGES

Each member of the bargaining unit shall have the right to exchange shifts without extra pay, with the approval of the Fire Chief or his designee, when trading with other bargaining unit members, when the change does not interfere with the best interests of the Fire Department.

ARTICLE 27 - HEALTH AND SAFETY

The parties recognize that manning (crew size, on duty shift force) vitally affects the efficient and economic operation of the Department in providing the best possible service to the community and, further, that changes from the present minimum level agreed to in prior contracts do affect the safety and job security of the members of the Union, and therefore agree as follows:

The City agrees to maintain a firefighting force of at least thirty-four (34) firefighters on duty at all times. The City further agrees to maintain at least three (3) firefighters on each fire suppression company, one of whom shall be a captain; to maintain two (2) firefighters on each aid car and to maintain a battalion chief who shall be on duty with each fire suppression platoon.

The City further agrees to use the attrition method in reaching the thirty-four (34) firefighter minimum crew level. Attrition is defined as voluntary quit, dismissal for just and sufficient cause, permanent disability, retirement or death.

Provided, however, that notwithstanding the foregoing, the City may, during the course of the contract year, seek to effect a change in the minimum manning provided by paragraph one above. If the City desires to effect such change, it shall propose to the Union a written proposal as to the reduction sought including reason for the change, prior to the date of the change. At least 90 days prior to the proposed effective date of the change, the City shall meet with representatives of the Union at reasonable times and places for the purpose of exploring the advisability of the change and agreement to the change. If the parties fail to agree to the change within 60 days of the first formal conference, the parties shall submit the proposal to arbitration as provided for by Article 6, Step 4. The Arbitrator shall resolve the issue based upon a finding that the proposal of the City will improve efficiency of service and that it does not reasonably impair the safety of the firefighting force.

ARTICLE 28 - PERSONNEL REDUCTION

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. The involved employee shall have the opportunity of taking up to one (1) year's leave of absence as an option prior to a layoff. No new employee shall be hired until the laid off employee or individual on leave of absence has been given the opportunity to return to work.

The employee shall be given a complete physical examination when he/she is laid off, and upon recall to duty, must be reasonably able to meet the aforementioned physical standard.

Any employee holding a permanent appointment above first class firefighter shall be given the opportunity to return to his original rank at the time of the reduction before anyone is promoted to that rank.

ARTICLE 29 - DISCIPLINE AND DISCHARGE

The City is committed to the principle of just cause for discipline, including discharge. Discipline will be appealable to the Everett Civil Service Commission to the extent provided for by the Commission's rules and regulations. In cases of letters of reprimand, suspensions, demotions and terminations, the employee may appeal the discipline through Article 6, Grievances; in the event of such grievance, the employee may not also appeal to the Commission.

DISCIPLINARY FILE RECORDS

Disciplinary material in an employee's personnel file will be considered in progressive discipline. Upon the employee's written request to the Fire Chief, documentation of oral reprimand or written reprimands will be removed at seventy-two (72) months with the following exceptions, which shall supersede the provisions stated above:

Any specific date for removal stated on the disciplinary document shall be followed.

Discipline for a violation of the City's Administrative guidelines covering Harassment,

Discrimination and Workplace Violence shall not be removed from the employee file.

Any disciplinary action involving suspension, demotion or removal of pay equating to 48 hours or more may not be removed.

Last Chance Agreements shall not be removed unless a removal date or circumstance is specified in the document.

ARTICLE 30 - UNION OFFICIALS TIME OFF

A. Union Leave Bank

1. A Union business leave bank will be established for the purpose of Union business time off. Each bargaining unit member will donate four (4) hours of vacation time per year, available from their personal vacation leave account, into the Union's business leave bank. This bank will be used at the discretion of the principal officers of the Union to ensure that Union members are able to attend Union-associated conventions, seminars, meetings, etc. at no cost to the City.
2. The City will deduct four (4) hours from each bargaining unit member at the beginning of the calendar year. At the end of the calendar year, any hours remaining in the Union business leave bank will reduce proportionately the individual contribution for the ensuing year. The size of the bank will be determined by the number of bargaining unit members as of January 1st of each year.

B. City Leave Bank

1. Union officials will be granted paid time off for Union business that will not count against the Union leave bank. The purpose of such release time must be limited to matters that directly involve the administration of the Agreement, such as labor management meetings, the processing and adjustment of grievances, and negotiations regarding changes to the existing Agreement.
2. The allowable aggregate of such paid time off for all individuals shall not exceed 240 hours per year. No unused time off shall be carried over into the following years.
3. Not charged against a leave bank will be the release of two (2) Union officials, if on duty, for a maximum of four (4) hours to attend monthly Labor/Management meetings. Additional members may attend by using the Union leave bank.
4. Not charged against a leave bank will be release time for contract negotiations. Up to three (3) members of the Union negotiating team shall be allowed time off, if working, for all meetings between the Union and the City for the purpose of negotiating the terms of the contract, provided that additional team members may attend as long as attendance would not result in overtime costs to the City.
5. Not charged against a leave bank will be the release of Union officials for other functions at the express request of the City.

C. Notice Requirements and Bank Charges

1. For any release time, paid or unpaid, the Union president or designee must notify the Fire Chief or the Assistant Chief of Operations electronically or in writing of the Union's request no less than five (5) calendar days in advance. The request must identify the purpose of the time off and if it is to be charged against the Union or City leave bank and is subject to operational and administrative needs.

2. For time off charged against a bank, if the time off does not cause overtime, the deduction from the applicable bank will be made on an hour for hour basis. If the time off does cause overtime, the deduction from the bank will be made at the rate of one and one-half hours for each hour used to cover for the absent Union official.

D. Unpaid Release Time

The City agrees to allow time off without pay for Union officials or duly appointed representatives when no leave bank time applies, provided that the release would not reduce minimum manning staffing below the levels stated in Article 27.

ARTICLE 31 - NEGOTIATION PROCEDURES

The City agrees to meet with the Union in July for the purpose of negotiating wages and fringe benefits for the Union members covered by this contract. At this first meeting the parties will exchange both a list of articles to be opened as well as proposed language changes for each article opened and proposed language for any new article. It is understood and agreed upon by the parties that this process will not waive any of the rights of any of the parties. All negotiation meeting dates shall be mutually agreed upon. It is understood and agreed that only those articles or new subjects brought to the table at the initial exchange are open to discussion during negotiations, unless it is mutually agreed that other items should be added during the course of negotiations.

ARTICLE 32 - INSTRUCTOR PAY AND PROJECT PAY

A. Instructor Pay.

Recognizing that an on-going educational system within the EFD would be beneficial to both the Fire Department and Local #46, an instructor rate of pay will be initiated with the following guidelines:

1. The level at which the instructor will teach will be established by the Everett Fire Department Training Division.
2. The pay level for EFD instructors will be 1.5 times the employee's hourly rate.
3. Instructors would be requested to teach his own platoon on duty without additional pay when assigned a block of teaching time, to be established by the instructor and the Training Division.
4. All qualified personnel, as established by the Fire Department Training Division, will have the opportunity to participate in this program.
5. No member shall be required to be an instructor under the terms of this contract.

B. Project Pay

1. The following special projects have been mutually agreed upon by Labor/Management.
 - a) Fit testing
 - b) Site planning
 - c) Labor/Management committees (i.e. rig committee, turnout gear committee)
 - d) FDM or RMS auditing
 - e) PCR review, paper or electronic
 - f) Recruiting
 - g) Equipment, PPE testing
 - h) Bike medic
 - i) First aid station
 - j) Technology implementation projects
 - k) Community risk reduction (community outreach and public education)
2. Pay for projects will not be used for normal duties or activities performed by the employee in their position. The City is not prohibited from assigning work on projects to employees as other, regular assigned duties or to light duty personnel.
3. The pay level will be the hourly rate of the base pay of a Captain, or the employee's regular hourly pay, whichever is higher.
4. Qualifications to be eligible for projects will be established by Labor/Management.
5. Hours awarded for the work will, to the extent possible, be equally distributed. IAFF Local 46 will monitor hours annually. Projects will not be split between employees unless mutually agreed to by Labor/Management.
6. Projects and employee selections will be determined by the Fire Administration using the criteria listed above.

7. Subject to Labor/Management agreement, project pay may be offered to assist the Administration in support of work currently assigned to personnel working within the Administration.

C. Instructor and Project Pay

1. All assignments and hours must be pre-approved.
2. Hours must not exceed the FLSA overtime threshold.
3. Participation is voluntary.

ARTICLE 33 – ROTATION TO COVER OFF-DUTY HOURS FOR FIRE INSPECTORS, ASSISTANT FIRE MARSHALS, AND PIO

Fire Inspectors are required to participate in a mandatory on-call rotation to cover off-duty hours. For carrying a pager and being available to respond to calls during certain off-duty hours, Fire Inspectors, Assistant Fire Marshals*, and members serving as Public Information Officers. shall receive compensation in the amount shown below** per hour. During weekdays, the pager period shall be 14 hours and on weekend days it shall be 24 hours. During weeks which contain a City holiday, ten (10) hours for each holiday will be added. During such pager periods, the employees shall not be confined in terms of location or activity but shall report for duty at the fire scene within 45 minutes of notification.

* Assistant Fire Marshals may opt into the mandatory on-call rotation schedule of the Fire Inspectors, for a minimum of three (3) months at a time. Assistant Fire Marshals may be assigned to participate in the mandatory on-call rotation when two (2) or less Fire Inspectors are available to cover off-duty hours (i.e., due to disability, military leave, or vacation).

** The amount per hour will be adjusted in accordance with the formula stated in Article 9. The amount for 2023 is: \$4.07

2024 TBD per article 9

2025 TBD per article 9

ARTICLE 34 – FIRE ACADEMY ASSIGNMENT

1. North Bend Training Academy

Any Captain or Acting Captain assigned to the State Fire Service Training Facility at North Bend will be compensated as follows:

Three hours of pay per day at the overtime rate in lieu of any and all other expenses.

The City also agrees to pay the standard City mileage fee for one round trip from Everett to the North Bend facility for each week the employee is assigned to North Bend.

New-hire recruits who are required to attend the State Fire Service Training Facility at North Bend shall be paid a per diem equal to 90% of the hourly rate of a First-Class Firefighter or the City can elect to pay for the recruit's meals. The payment is in lieu of any, and all expenses incurred by the recruit.

2. Snohomish County Training Academy:

Any Captain or Acting Captain assigned to the Snohomish County Fire Training Academy will be compensated as follows:

Two hours of pay per day at the overtime rate in lieu of any and all other expenses. This reflects the fact that there is no extended travel or overnight stays expected of the captain or acting captain assigned to the SCFTA.

ARTICLE 35 – FIRE DIVISION CHIEFS

1. The parties have agreed to include in the bargaining unit the position of Division Chief.
2. Inclusion of the Division Chiefs, effective on the execution date of this Agreement, is reflected in some of the above articles. Other articles apply generally to the bargaining unit.
3. Certain provisions of the Agreement require modification or addition, as set forth below.

A. Holidays:

Division Chiefs are entitled to the same holidays off, as set forth in Article 10 for non-suppression personnel.

B. Overtime:

Notwithstanding any inconsistent aspect of Article 13, the following applies to Division Chiefs:

1. Overtime will be paid for as defined in Article 14
2. An employee, subject to the approval of the Chief or designee, may receive compensatory time in lieu of overtime pay at the rate of one and one-half (1.5) hours for each hour worked. The maximum accumulation of compensatory time is one hundred (100) hours. Compensatory time is to be used with prior approval.
3. Except as provided above, overtime work will only be authorized by the Chief or designee.

C. Incentive/Specialty Pay:

This section of Article 9 shall not apply to Division Chiefs.

4. Division Chiefs shall be selected from a single civil service list, based on civil service rules and qualifications.

Existing Division Chiefs shall have the opportunity to apply for lateral openings when they occur, with no requirement to appear on the eligible register. Civil service eligible registers shall supplement the applicant pool in the event of lateral requests.

Division Chief roles and responsibilities shall be evaluated and redistributed at least every three years, or up to annually with mutual agreement from the Union.

ARTICLE 36 - SPECIALTIES

I. Rules for Rescue Technician

A. The number of personnel (32 at any one time) will be the sole responsibility of the Fire Administration.

Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, a committee comprised of Fire Administration and Rescue Team members will select the applicant(s) from that/those classifications. When an applicant has been accepted into the Rescue Technician Team, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from the Rescue Technician Team.

1. Personnel selection will be based on criteria developed by the Fire Administration and the Union. This criterion includes, but is not limited to department needs, training, qualifications, classification of ranks, and response time to Everett.
2. Those employees who occupy a Rescue Team position and who accept a non-suppression position within the department will not be eligible for team membership during their non-suppression assignment. Upon their return to suppression they will be eligible for reassignment to the team regardless of their rank. These employees will be reassigned to the team as positions become available in the order they returned to suppression. Those non-suppression employees with prior team membership, and those who have returned to suppression and are waiting for a team opening will be eligible for ongoing overtime competency training.

B. Employees who occupy a Rescue Team position shall receive an additional 3% specialty pay attached to their base salary.

1. Vacancies created by personnel failing to maintain certification will be filled using the criteria listed above.
2. Personnel who lose Rescue Technician status for failure to maintain competency, and who later regain certification as determined by the Administration, may be offered the next available open position.

C. Rescue team training will be part of and in accordance with Snohomish County Rescue team standards.

D. Personnel selected to be a Rescue Technician must meet the following criteria:

1. Be familiar with Department rescue equipment.
2. Rescue Technician members will be required to attend, satisfactorily complete, attain and retain certification in all rescue disciplines required for County Team membership. Regardless of County Team standards, the minimum standard for Everett Fire Department Rescue Team members is Rescue Systems 1 (USAR), Confined Space, Rope, and Trench Rescue Certification.

3. Rescue Technician members will be required to attend and satisfactorily complete at least one County Team training session per calendar year in each of the four disciplines of Rescue Systems 1 (USAR), Confined Space, Rope, and Trench, and must attend and satisfactorily complete at least one County Team evaluation session per calendar year.
4. Rescue Technician members not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative.
5. Rescue Technician members not meeting the annual requirement for any other reason will be de-certified and Rescue Team specialty pay will be terminated.
6. Rescue Tech members are eligible for up to a maximum of 40 hours overtime per year to the Rescue Tech or their replacement if the Technician is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift rescue training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
7. Mileage and travel time will not be compensated.

II. Rules for Hazardous Materials Technician

- A. The number of personnel (26 at any one time) will be the sole responsibility of the Fire Administration.

Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, a committee of Fire Administration and Hazardous Materials Team, members will select the applicant(s) from that/those classifications. When an applicant has been accepted into the Hazardous Materials Technician Team, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from the Hazardous Materials Technician Team.

1. Employees who occupy a Hazardous Materials Team position shall receive an additional 3% specialty pay attached to their base salary.
2. Personnel selection will be based on criteria developed by the Fire Administration and the Union This criterion includes, but is not limited to department needs, training, qualifications, classification of ranks, and response time to Everett.
3. Hazardous Materials Technician Team members who promote to the rank of Battalion Chief will be required to attend, satisfactorily complete, attain and retain certification in Hazardous Materials Incident Command as well as all other required Hazardous Materials Technician team training in order to remain on the team.
4. Those employees who occupy a Hazardous Material Team position and who accept a non-suppression position within the department will not be eligible for team membership during their non-suppression assignment. Upon their return to

suppression, they will be eligible for reassignment to the team regardless of their rank. These employees will be reassigned to the team as positions become available in the order they returned to suppression. Those non-suppression employees with prior team membership, and those who have returned to suppression and are waiting for a team opening will be eligible for ongoing overtime competency training.

B. Haz/Mat Tech training will be part of and in accordance with Snohomish County Haz/Mat Team Standards.

1. Haz/Mat Team members not meeting the annual requirement for any other reason other than long-term disability will be de-certified and Haz/Mat specialty pay will be terminated.
2. Haz/Mat Team members will be required to attend and satisfactorily complete one County training session per quarter as scheduled by the Snohomish County Joint Operations Board.
3. Haz/Mat Team members with specialty positions within the Hazardous materials team shall also attend and satisfactorily complete specific training for designated positions as listed in the Snohomish County Hazardous Materials and Weapons of Mass Destruction Suggested Operating Guidelines.
4. Haz/Mat Team members not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative.
5. Haz/Mat Team members are eligible for up to a maximum of 32 hours overtime per year to the Haz/Mat Tech or their replacement if the Technician is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift Haz/Mat training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
6. Mileage and travel time will not be compensated.

III. Rules for Marine Team

1. The number of personnel 18 Coxswain and or Deck Hands, will be the sole responsibility of the Fire Administration.
2. Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, a committee comprised of Fire Administration and Marine Team members will select the applicant(s) from that/those classifications. When an applicant has been accepted into the Marine Team, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from the Marine Team.

3. Personnel selection will be based on criteria developed by the Fire Administration and the Union. This criterion includes, but is not limited to department needs, training, qualifications, classification of ranks, and response time to Everett.
4. Those employees who occupy a Marine Team position and who accept a non-suppression position within the department will not be eligible for team membership during their non-suppression assignment. Upon their return to suppression, they will be eligible for reassignment to the team regardless of their rank when an opening exists. These employees will be reassigned to the team as positions become available in the order they returned to suppression.
5. After selection to the team and initial training as a deck hand, Marine Team members have 18 months to obtain certification as a coxswain. Failure to progress to certification as a coxswain may result in removal from the team. Retaining coxswain certification is required for continued team membership.
6. Vacancies created by personnel failing to maintain certification will be filled using the criteria listed above.
7. Marine team training will be in accordance with Administration standards.
8. Personnel selected to be a Marine Team must meet the criteria set forth by Administration and the Union.
9. Marine team members not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative. Marine Team members not meeting the annual requirement for any other reason will be de-certified and Marine Team specialty pay will be terminated.
10. Marine Team members are eligible for up to a maximum of 32 hours overtime per year to the Marine Team or their replacement if the team member is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift Marine Team training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
11. Mileage and travel time will not be compensated.

IV. Rules for Rescue Swimmers

1. The number of Rescue Swimmers will not exceed 14 and is the sole responsibility of Fire Administration.
2. Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, a committee comprised of Fire Administration and Rescue Swimmers will select the applicant(s) from that/those classifications. When an applicant has been accepted as a Rescue Swimmer, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from being a Rescue Swimmer

3. Vacancies created by personnel failing to maintain certification will be filled using the criteria listed above
4. Rescue swimmer training will be in accordance with Administration standards.
5. Personnel selected to be Rescue Swimmers must meet the criteria set forth by Administration and the Union.
6. Rescue swimmers not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative.
7. Rescue swimmers not meeting the annual requirement for any other reason will be de-certified and Rescue Swimmer pay will be terminated.
8. Rescue swimmers are eligible for up to a maximum of 32 hours overtime per year or their replacement if the team member is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift Marine Team training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
9. Mileage and travel time will not be compensated.

V. Rules for Non-classified Paramedic

A. These rules apply to employees who maintain Washington State Paramedic Certification, but do not occupy a Civil Service classified paramedic position.

1. Non-classified paramedics must have attained first class firefighter status.
2. Non-classified paramedics will not be used to staff the paramedic units, unless assigned as a third paramedic for ongoing skills competencies.
3. Non-classified paramedics will remain in whichever overtime pool corresponds with their current Civil Service classification.
4. Non-classified paramedics wishing to become classified must apply and test with all other paramedic applicants and appear on the eligible register following Civil Service rules.
5. The City will promote classified paramedics following Civil Service Rules.
6. Ongoing approval for Washington State Paramedic Certification must be approved by the Medical Program Director.

ARTICLE 37 - AUTOMATIC VEHICLE LOCATOR

Recognizing that SNOPAC communications dispatch center plans to implement Auto Vehicle Locator (AVL) technology throughout its communication system, the City and the IAFF Local 46 mutually agree to not use AVL data without cause for disciplinary investigations or actions. AVL equipment may be used for computer-aided dispatch, mapping, proximity-based routing, incident/accident investigation, training, service planning, system performance monitoring, complaint resolution, criminal investigations, and as part of follow-up to corrective action. AVL equipment will not be randomly used to monitor employee performance without cause.

ARTICLE 38 - DRUG/ALCOHOL WORK RULES AND TESTING PROCEDURES

The Union and the City agree that a committee may be formed during the term of this agreement to update this article. The committee shall be made up of equal representation from labor and management.

Section 1 Purpose

The City and the Union recognize that illegal or unauthorized drug and alcohol use by employees (including probationary employees) would be a threat to the public welfare and the safety of its personnel. It is the purpose of this policy to eliminate or resolve illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty or attending an on-line department meeting nor, shall an employee report for duty under the influence of alcohol or unauthorized drugs.

While the City desires to assist employees with alcohol or chemical dependency problems, safety is the City's first priority. Therefore, employees must not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances. Employees participating in treatment programs are expected to abide by all job performance standards and work rules.

Section 2 Policy

The Everett Fire Department performs a vital public service to the community. To ensure this service is delivered safely, we are dedicated to providing and maintaining a drug- and alcohol- free work environment. It is the City's policy to:

- Ensure that employees have the ability to perform their assigned duties in a safe, healthy, and productive manner
- Create a workplace free from the adverse effects of drug and alcohol abuse or misuse
- Prohibit the unlawful distribution, possession, or use of controlled substances
- Encourage employees to seek professional assistance any time personal problems, including alcohol and drug dependency, adversely affect their ability to perform their assigned duties

Section 3 Fairness of Article

The City is dedicated to assuring fair and equitable application of this drug and alcohol work rules article. Therefore, supervisors/managers are required to use and apply all aspects of this article in an unbiased and impartial manner. All supervisors and managers have a duty to uphold this article.

Section 4 Informing Employees

All employees shall be fully informed of this drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform the employees on how the tests are conducted, what the tests can determine, and the consequence of testing positive for drug use.

The City encourages employees to seek treatment voluntarily and makes available the Employee Assistance Program (EAP). Any employee who chooses to notify the fire department of alcohol or substance abuse problems prior to either testing positive for alcohol or drugs, or being arrested for or convicted of a DUI, will be given the assistance extended to employees with other illnesses. Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation.

Insurance coverage for treatment will be provided to the extent of the individual's elected medical coverage.

Employees are encouraged to contact the Human Resources Department for help in understanding benefits and leave policies when participating in the EAP. Any decision to seek voluntary help through the EAP or other resource will not interfere with an employee's continued employment. Employees who voluntarily come forward and ask for assistance to deal with a drug and/or alcohol problem shall not be disciplined by the City. Policies and procedures related to the confidentiality of personal medical information will be maintained at all times.

Section 5 Employee Testing

Unless otherwise required by law, or as required by sections 12 or 15 of this article, employees shall not be subject to random urine testing or blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse.

5.1 Reasonable Suspicion Testing

If the City has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this article.

Reasonable suspicion for the purposes of this article is defined as follows: the City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable changes in an employee's work performance due to unauthorized drug or alcohol use by two (2) observers who have had an adequate opportunity to observe these changes. Any member who refuses to comply with this article shall be removed from duty immediately and may be subject to disciplinary action.

5.2 Post-Incident/Accident Testing

Employees will be required to undergo urine and breath testing if they are involved in an incident/accident with a City vehicle that results in a fatality or bodily injuries requiring transport for medical treatment.

Following an incident/accident, the employee will be tested as soon as possible, but not to exceed 8 hours from the time of the accident for alcohol testing and 32 hours from the time of the accident for drug testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured employee following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

5.3 Positive Test Results

All positive test results shall be reviewed by a Medical Review Officer (MRO) who shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall review and interpret confirmed positive urine test results from the laboratory and shall examine alternative medical explanations for such positive tests. Prior to the MRO's final decision to verify positive urine drug test results, the employee

shall have the opportunity to discuss the results with the MRO. If the employee does not discuss the results of the positive urine drug test with the MRO within 72 hours after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

Section 6 Sample Collection

The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA).

Collection of blood or urine samples shall be conducted in a manner which provides for the highest, reasonable degree of security for the sample and freedom from adulteration. Blood or urine samples will be submitted as per NIDA standards including the recognized chain of custody procedures. Employees have the right for Union representation to be present. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as attached to this Article.

A split sample shall be reserved in all cases for an independent analysis in the event of a non-negative specimen. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. At the conclusion of this period, the laboratory's paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test result.

Section 7 Drug Testing

The laboratory shall test for only the substances and within the limits as follows for the initial and confirmatory test as provided within NIDA standards. The initial test shall use an immunoassay test procedure, which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

INITIAL TESTING:

Marijuana (by blood draw)	
Cocaine metabolites	150 ng/ml
Opiate metabolites ¹	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
AMP/MAMP	500 ng/ml
MDMA	500 ng/ml

(1) If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

If initial test results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

CONFIRMATORY TESTING:

Marijuana	(by blood draw)
Cocaine metabolites ²	100 ng/ml
Opiate metabolites	
Morphine	2000 ng/ml
Codeine	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	250 ng/ml
Methamphetamine	250 ng/ml
MDMA	250 ng/ml
MDA	250 ng/ml
MDEA	250 ng/ml

(2) Benzoylecgonine

If confirmatory testing results are negative, all samples shall be destroyed, and records of the testing expunged from the employee's files.

In the event screening levels as established by federal law change during the term of the Agreement, the parties agree to meet and bargain the changes for adoption.

It is agreed to use only a blood draw for marijuana testing. Testing for marijuana levels will be a THC concentration of 4.00 nanogram per milliliter (ng/ml) or higher as shown by analysis of the person's blood. THC concentration means nanograms of delta-9 tetrahydrocannabinol per milliliter of a person's whole blood.

An employee who is allowed to re-enter the workforce after receiving a confirmed positive test must successfully complete the treatment and rehabilitation program prescribed by an SAP and must agree to an Everett Fire Department Last Chance Agreement.

Drug test results gathered under this article will not be used in a criminal investigation or prosecution.

Section 8 Alcohol Testing

Tests for alcohol concentration will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). The test will be considered positive if the amounts meet the thresholds as established in 49 CFR Part 40, as amended.

No employee should report for duty, or remain on duty, when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her percentage of blood alcohol concentration (BAC) is 0.04 or greater.

Any employee who tests positive for alcohol with a confirmed BAC level of 0.04 or higher will be placed on paid administrative leave pending investigation and referred to a Substance Abuse Professional (SAP) through the City's EAP. A positive alcohol test may result in discipline depending upon the circumstances related to the positive test.

An employee who is allowed to re-enter the workforce after receiving a confirmed positive test must successfully complete the treatment and rehabilitation program prescribed by an SAP and must agree to an Everett Fire Department Last Chance Agreement.

Section 9 Medical Review Officer

The Medical Review Officer (MRO) shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall be familiar with the characteristics of tests (sensitivity, specificity and predictive value), the laboratories conducting the tests and the medical conditions and work exposures of the employees.

The role of the MRO will be to review and interpret the positive test results. He/she must examine alternative medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The MRO must review all relevant medical records made available by the tested employee when a confirmed positive test result could have resulted from legally prescribed medication.

Section 10 Laboratory Results

The MRO will advise the employee of any confirmed positive results. The results of any positive drug or alcohol test can only be released to the City by the MRO once the MRO has finished review and analysis of the laboratory's test. Unless otherwise required by law, the City will keep the results confidential in accordance with established policies and procedures.

Section 11 Testing Program Costs

The City shall pay for costs involving the original drug and alcohol testing, including mileage and time associated with any off-duty testing. Employees will be paid at the straight time rate of pay for time spent traveling to and from and participating in any off-duty testing. The City will also pay for all expenses associated with the MRO. Any additional split-sample testing costs at the request of the employee shall be borne by the employee.

Section 12 Voluntary Rehabilitation Program

An employee may voluntarily enter rehabilitation without a requirement for prior testing. Employees who enter the program on their own shall not be subject to random retesting by the City. Employees may, with prior approval, use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the one (1) year period following completion of voluntary rehabilitation, the employee will be re-evaluated by a SAP to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by medical insurance, which arise from counseling or treatment.

Section 13 Duty Assignment

If the duty assignment for an employee is modified or changed as a result of a voluntary rehabilitation program, and the employee successfully completes his/her rehabilitation program, the employee may be returned to the regular duty assignment. Once treatment and follow-up care is completed, and two (2) years have passed with no further violations of this article, test results will be purged from the personnel file.

Section 14 Right of Appeal

The employee has the right to challenge the results of a City-ordered drug or alcohol test and request a retest at the employee's expense. The employee has the right to grieve any discipline imposed by the City pursuant to a positive drug or alcohol test in the same manner that the employee may grieve any other City action.

Section 15 Off Duty Driving Under the Influence of Drugs or Alcohol

The parties agree that all of the following penalties will be imposed upon any employee committing a gross misdemeanor or greater violation related to driving under the influence of drugs or alcohol off duty:

1. First conviction or Deferred Prosecution
 - A. Mandatory inpatient treatment and counseling. The employee will be allowed to use accrued sick leave, if available, for treatment.
 - B. Voluntary entry into the Washington Recovery and Monitoring Program for a period of no fewer than five (5) years.
 - C. Employees with a restricted driver's license requiring an ignition interlock device will be prohibited from driving any City-owned vehicle as long as the license restriction applies.
 - D. A last Chance Agreement of 60 months which will include a suspension and/or demotion at the sole discretion of the City.
2. Second conviction while working under a Last Chance Agreement will result in termination of employment.
3. Any third conviction will result in immediate discharge.

Employees must notify the Assistant Chief of Operations or the on-duty Battalion Chief of any arrests and/or conviction under any criminal drug or alcohol statute prior to their next work day and within 72 hours following the arrest charge and/or conviction.

Existing employees who have a single DUI or deferred prosecution on record prior to January 1, 2012, shall be subject to the first conviction criteria above.

Existing employees who have two DUIs on record prior to January 1, 2012, will have their current Last Chance Agreements sunset when they have met both of the following conditions:

1. The employee regains an unrestricted driver's license from the State of Washington Department of Licensing, and
2. The employee completes his/her voluntary Washington Recovery and Monitoring Program.

Section 16 City Responsibility

This drug and alcohol testing program was initiated at the request of the City. The City assumes the responsibility for the administration of the Drug and Alcohol Testing Program.

Section 17 Consent for Sampling and Release of Information Form

CONSENT/RELEASE

Subject to my rights under Article 38 of the Collective Bargaining Agreement between Local 46 of the IAFF and the City of Everett, I consent to the collection of a urine/blood, and/or breath sample by _____ and its analysis by _____ for alcohol and those drugs specified in the Collective Bargaining Agreement.

Laboratory test results will be allowed to be released to the City only after the results have been reviewed and interpreted by the Medical Review Officer. Information provided to the employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent. The laboratory is not authorized to release the results of this test to any other person or entity other than the City without my written consent.

I understand I have the right to my complete test results and that the laboratory will preserve the sample for at least six (6) months. I have the right to have this sample split and a portion retested at my expense in the event the test results are confirmed positive.

I understand that the City is requiring me to submit to this test as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine/blood and/or breath sample will result in disciplinary action by the City.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand that I have the right to challenge any confirmed positive test result and any employer action based thereon by filing a grievance under the Collective Bargaining Agreement.

Date

Employee Signature

ARTICLE 39 - DURATION

This Agreement shall be effective as of the first day of January 2023 and shall remain in full force and effect through the last day of December 2025.

With respect to articles of this Agreement, any such article may be opened for negotiations if mutually agreed by both parties. If agreement is not reached within thirty (30) days, said article shall remain in full force as originally written.

The parties recognize that Ch. 41.56 RCW may impose additional bargaining obligations during the term of this Agreement. Subject to the rights and obligations set forth elsewhere in this Agreement, the parties are committed to discharging any such obligations which may arise hereafter under Ch. 41.56 RCW in connection with material alterations of the City's boundaries and/or contracting with other municipalities or entities to provide or receive fire, emergency or emergency medical services normally performed by members of the Union's bargaining unit within or without City boundaries.

IN WITNESS WHEREOF, the parties have set their hands on the _____ day of _____, 2022.

CITY OF EVERETT

EVERETT FIREFIGHTERS, LOCAL 46

Cassie Franklin

CASSIE FRANKLIN, Mayor

Paul Gagnon

PAUL GAGNON, President

ATTEST:

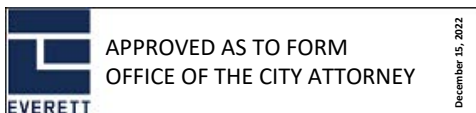
Marijnn

CITY CLERK

Douglas W. Brisbon

DOUGLAS BRISBON, Lead Negotiator

APPROVED AS TO FORM:



CITY ATTORNEY

Appendix 1

Educations Incentive Matrix

Letters of Understanding/Memorandum

Division Chief of Services LOU

Division Chief of Emergency Management LOU

Civil Service List LOU

Leave without pay for off the job injuries LOU

Washington State Wildland Mobilization LOU

This page intentionally left blank

Educational Incentive Matrix

Course		Hours	Level 1 Common Track		Notes		
IS-100		2			DHS		
IS-200		4					
IS-700		3.5					
IS-800		3					
Incident Safety Officer		16			National Fire Academy		
Instructor I Certification		32			IFSAC or ProBoard		
Fire Officer I Certification		40			IFSAC or ProBoard		
Inspector I Certification		40			IFSAC or ProBoard or International Code Council (ICC)		
Fire Protection Strategy and Tactics		32			JATC Required Courses		
Fire Protection Systems		32					
Fire Protection Hydraulics		32					
Building Construction		32					
Fire Protection Codes/Inspections		32					
Total Level 1 Hours		300.5					
Track 1 - Fire Command			Level 2 Specialty Track				
Course	Hours		Track 2 - Fire Prevention		Track 3 - EMS		
			Course	Hours	Course	Hours	
Fire Officer 2 Certification (IFSAC or ProBoard)	40		Inspector 2 Certification (IFSAC or ProBoard or International Code Council (ICC))	40	Completed Paramedic Training and Certification	76	
Hazardous Materials IC	24		Plans Examiner I Certification (IFSAC or ProBoard or Internationa Code Council (ICC))	32	Elective Training	32	
Elective Training	44		Elective Training	36			
Total Level 2 Hours		108	Total Level 2 Hours		108	Total Level 2 Hours	108
Total Combined Matrix Hours		408.5	Total Combined Matrix Hours		408.5	Total Combined Matrix Hours	408.5
Level 2, Track 1 electives will be pre-approved by the A.C. of Administration in one or more of the following subject areas: leadership, incident mangement, tactical decision making, human resources, data analysis, or productivity software.			Level 2, Track 2 electives will be pre-approved by the Fire Marshal in one or more of the following subject areas: fire investigations, fire inspections, plans examination, codes, or productivity software.			Level 2, Track 3 electives will be pre-approved by the A.C. of Administration in one or more of the following subject areas: leadership, incident mangement, tactical decision making, human resources, data analysis, or productivity software.	

Letter of Understanding –

Leave Without Pay for Off-the-job Injuries

This Letter of Understanding entered into this _____ day of _____, 2022, by and between the City of Everett, hereinafter called the "City", and IAFF #46.

WHEREAS, the City and IAFF #46 desire to establish procedures wherein an employee may use leave without pay for an off-the-job injury, illness and/or disability; and

WHEREAS, IAFF #46 executed a disability life insurance policy that provides both short-term and long-term disability life insurance for its members; and

WHEREAS, in order to qualify for said benefits under the policy, the employee must be in a leave without pay status for a portion of the month; and

WHEREAS, IAFF #46 desires that an insured employee who incurs an off-duty injury or illness after 90 days who applies and receives said disability benefits be able to utilize 60% of their sick leave and 40% of said disability compensation; and

WHEREAS, the City of Everett requires employees who are injured off-the-job to utilize their accrued sick leave prior to going on a leave without pay status;

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, the City and IAFF #46 agree as follows:

1. Upon receiving long term disability benefits from the IAFF #46 selected disability plan, the City shall permit the employee to be in a leave without pay status for up to 40% of their scheduled hours for the affected period of incapacity. The remaining 60% of leave will be deducted from their sick bank unless vacation time is authorized per the Chief of Fire. If the employee is receiving benefits under Washington Paid Family Leave, the employee shall only receive supplementation not to exceed 100% of their gross wages if they elect to supplement. IAFF acknowledges that the City cannot supplement more than what is afforded under State law for employees receiving Washington Paid Family Medical benefits. The employee will abide by the City's leave process when requesting time away from work including providing proof of disability and intent to utilize the 60/40 benefit.
2. During the leave without pay status the employee shall only receive pro-rata earned accrual of vacation and sick leave based on the sixty percent pay that said employee shall receive for his/her sick leave. If any employee has less than 60% per pay period sick leave available, the accrual earned for said pay period shall be pro-rated per present City practice, i.e., based off the number of sick leave hours utilized to offset the leave without pay status. The City's policies on FMLA, vacation usage, shared leave, and medical contribution while on leave of absence will continue.
3. It shall be the employee's responsibility to reconcile their monthly pay from the City with payments from the disability insurance carrier to ensure that they do not violate and/or breach any of the terms and conditions of the disability insurance policy, including but not limited to the 100% payout ceiling. IAFF #46 recognizes that the City does not have any liability with or to the disability insurance carrier or IAFF #46 whatsoever with regard to insurance disputes between the carrier and employees represented by IAFF #46, including but not limited to the reconciliation of pay and the 100% payout ceiling. Further, IAFF #46 agrees to indemnify, defend and hold harmless the City of Everett, its officers, elected officials, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings, and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) caused by or

- occurring as a result of any dispute between an employee represented by IAFF #46 and the disability insurance carrier.
4. Both IAFF #46 and the City have participated in the drafting of this Letter of Understanding. As such, it is agreed by the parties that the general contract rule of law that ambiguities in the contract language shall be construed against the drafter of a contract shall have no application to any legal proceeding, arbitration and/or action in which this contract and its terms and conditions are being interpreted and/or enforced.
 5. Employees may remain on the 60/40 plan for a maximum of 120 days in a rolling calendar year. In order to be eligible for the 60/40 plan the employee must apply for the union-sponsored long term disability benefit and notify Human Resources within 45 days of their last day worked and/or the first day of leave. If employees are accessing the 60/40 plan they must utilize the benefit within six months from their last day worked and/or their first day of leave.
 6. The Letter of Understanding shall be effective as of January 1, 2023.

City of Everett

David DeMarco, Fire Chief

Kandy Bartlett, Human Resources Director

Everett Firefighters IAFF Local #46

Paul Gagnon
Paul Gagnon, President

Memorandum of Understanding
to the Agreement by and between
City of Everett
and
International Association of Firefighters
Local No. 46
January 1, 2023, to December 31, 2025

This Memorandum of Understanding (MOU) is supplemental to the AGREEMENT by and between the CITY OF EVERETT, WASHINGTON, hereinafter referred to as the "City" and the International Association of Firefighters Local #46, hereinafter, referred to as "IAFF."

This MOU memorializes the agreements reached between the City and IAFF regarding the issues described below, and the parties acknowledge that these issues have been negotiated in accordance with provisions of 41.56 RCW. This MOU will expire at midnight on December 31, 2025.

This MOU is written exclusively for the purposes of outlining the agreement between the parties on the civil service position: Division Chief of Services. While this MOU is in effect IAFF and the City agree that the position will remain unfilled, unless the City chooses to end the MOU at an earlier date.

This MOU shall service in conjunction with the current collective bargaining agreement between the City of Everett and IAFF Local 46. Except to the extent as provided herein, all provisions, with apply to that agreement, shall apply to this agreement as well.

Dated this _____ of _____ 2022.

CITY OF EVERTT

EVERETT FIREFIGHTERS, IAFF LOCAL #46

Cassie Franklin

CASSIE FRANKLIN, Mayor

Paul Gagnon

PAUL GAGNON, President









2023-2025 Local 46 CBA Final

Final Audit Report

2022-12-16

Created:	2022-12-15
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdC56Es4nQ-9GEHUpQxqlGcD4WdV5224P

"2023-2025 Local 46 CBA Final" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2022-12-15 - 5:54:50 PM GMT
-  Document emailed to cfranklin@everettwa.gov for signature
2022-12-15 - 9:56:19 PM GMT
-  Email viewed by cfranklin@everettwa.gov
2022-12-16 - 4:40:29 PM GMT
-  Signer cfranklin@everettwa.gov entered name at signing as Cassie Franklin
2022-12-16 - 4:41:09 PM GMT
-  Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
Signature Date: 2022-12-16 - 4:41:11 PM GMT - Time Source: server
-  Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature
2022-12-16 - 4:41:12 PM GMT
-  Email viewed by Marista Jorve (mjorve@everettwa.gov)
2022-12-16 - 6:01:33 PM GMT
-  Document e-signed by Marista Jorve (mjorve@everettwa.gov)
Signature Date: 2022-12-16 - 6:01:55 PM GMT - Time Source: server
-  Agreement completed.
2022-12-16 - 6:01:55 PM GMT